

RIGHT-OF-WAY EASEMENT

S-2
S-5 44-153

KNOW ALL MEN BY THESE PRESENTS:

That C. Marvin Roberts and Dorothy M. Roberts, his wife, of Lincoln County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 19000.00, do hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land 150 feet in width, being 75 feet on each side of the centerline of said right of way, across property situated in Sarpy County, Nebraska, said property being more particularly described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Two (2), Township Twelve (12) North, Range Ten (10) East of the 6th P.M. Attached stipulations are expressly made a part of this agreement.

The approximate centerline of said right of way is described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

Entering the property on the south property line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Three (3) at a point approximately One Hundred Twenty-Seven Feet (127') west of the southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Three (3); thence in a northerly direction across the property to a point located approximately Seven Hundred Fifteen Feet (715') north and Eighty Feet (80') west of the southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Three (3); thence turning an angle left of approximately two (2) degrees; then in a northerly direction on and across the property and leaving the property at a point approximately coinciding with the Northwest Corner of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of said Section Two (2).

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, any land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 5TH day of February, A.D., 19 71

WITNESS

Wesley Haines

C. Marvin Roberts
Dorothy M. Roberts
Dorothy M. Roberts

STATE OF NEBRASKA }
COUNTY OF Sarpy }

On this 18 day of Feb, 1971, before me the undersigned, a Notary Public in and for said County, and State, personally appeared C. Marvin and Dorothy M. Roberts

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notary seal the date above written.

My Commission expires on the 16 day of May, 1973.

Wesley Haines
Notary Public

(FOR REGISTER OF DEEDS STAMP)

FILED FOR RECORD
PAGE 153
3-31-71 AT 9:00 A.M. IN BOOK 44 OF Miss Rice
Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB
12 50

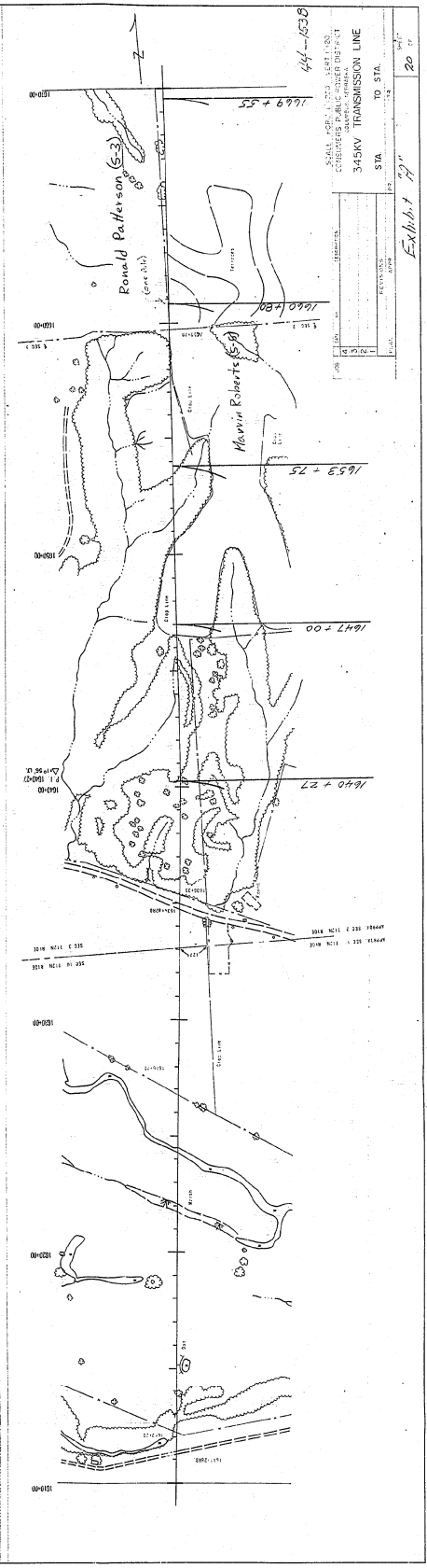
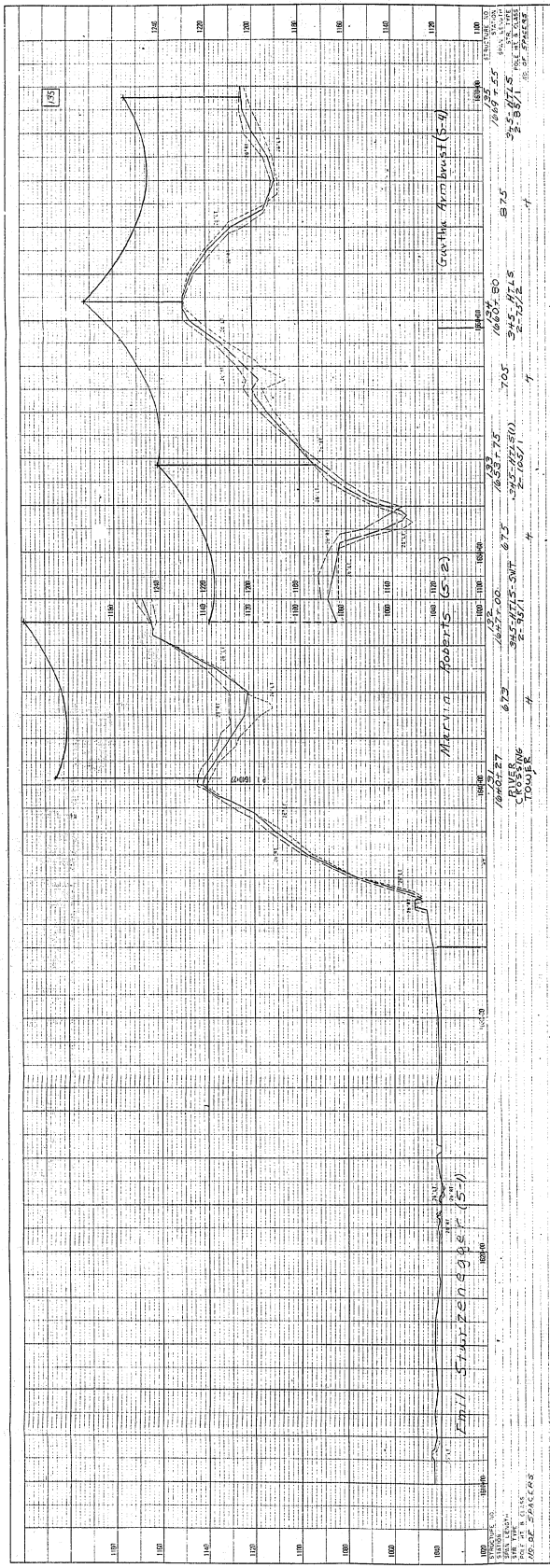
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44-152A

ATTACHMENT

1. Locations of structures and easements by District to be in substantial conformance to Exhibit "A".
2. Consideration of \$10,000.00 expressed herein shall include payment to grantor for all damages occasioned by the original construction within the easement area only.
3. All tree stumps are to be removed to grantor's satisfaction.
4. District is given right to use existing access way outside of easement area for which an additional consideration of \$200.00 is to be paid. Any damage to said access way will be restored by the District or payment made thereof.





44-1038

SCALE: 1" = 200' HORIZ. 1" = 40' VERT.

CONSISTENT PUBLIC INTEREST DISTRICT

345KV TRANSMISSION LINE

STA. TO STA.

REVISIONS:

DATE:

BY:

172

Exhibit A

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| NO. | DATE | DESCRIPTION |
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| NO. | DATE | DESCRIPTION |
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PROJECT: 345KV TRANSMISSION LINE

DATE: 10/15/88

BY: J. L. SPACKER

TOWER

1662+00 1667+697 705 705 705 705

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1662+00 1667+697 705 705 705 705